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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of January 20, 1997

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of and as agent for Ameritech Michigan**

and

AT&T COMMUNICATIONS OF MICHIGAN, INC.

MICHIGAN PUBLIC SERVICE
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TABLE OF CONTENTS

ARTICLE I	
DEFINITIONS AND CONSTRUCTION	
1.1	Structure 2
1.2	Defined Terms 2
1.3	Interpretation 2
1.4	Joint Work Product 3
1.5	Regional Matters. 3
ARTICLE II	
GENERAL SERVICE RELATED PROVISIONS	
2.1	Interconnection Activation Date 4
2.2	Bona Fide Request 4
2.3	Technical References 4
2.4	Use of Services 4
ARTICLE III	
INTERCONNECTION PURSUANT TO SECTION 251(c)(2)	
3.1	Scope 5
3.2	Interconnection Points and Methods 5
3.3	Fiber-Meet 6
3.4	Interconnection in Additional LATAs 7
3.5	Additional Interconnection in Existing LATAs 7
3.6	Nondiscriminatory Interconnection 8
3.7	Network Management 8
3.8	Standards of Performance 8
3.9	9-1-1 Service. 10
ARTICLE IV	
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE	
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)	
4.1	Scope of Traffic 13
4.2	Limitations 13
4.3	Trunk Group Architecture and Traffic Routing 13
4.4	Signaling. 14
4.5	Grades of Service. 14
4.6	Measurement and Billing. 14
4.7	Reciprocal Compensation Arrangements -- Section 251(b)(5) 15

ARTICLE V	
TRANSMISSION AND ROUTING OF EXCHANGE	
	ACCESS TRAFFIC PURSUANT TO 251(c)(2) 15
5.1	Scope of Traffic 15
5.2	Trunk Group Architecture and Traffic Routing 16
ARTICLE VI	
MEET-POINT BILLING ARRANGEMENTS 16	
6.1	Meet-Point Billing Services 16
6.2	Data Format and Data Transfer 17
6.3	Errors or Loss of Access Usage Data 17
6.4	Payment 18
6.5	Additional Limitations of Liability Applicable to Meet-Point Billing Arrangements 18
ARTICLE VII	
TRANSPORT AND TERMINATION	
OF OTHER TYPES OF TRAFFIC 18	
7.1	Information Services Traffic 18
7.2	BLV/BLVI Traffic 19
7.3	Transit Service. 20
ARTICLE VIII	
INSTALLATION, MAINTENANCE, TESTING AND REPAIR 22	
8.1	Plan 22
8.2	Operation and Maintenance 22
8.3	Installation, Maintenance, Testing and Repair. 22
8.4	Additional Terms 22
ARTICLE IX	
UNBUNDLED ACCESS -- SECTION 251(c)(3) 23	
9.1	Access to Network Elements 23
9.2	Network Elements 24
9.3	Combination of Network Elements. 24
9.4	Nondiscriminatory Access to and Provision of Network Elements 26
9.5	Provisioning of Network Elements. 26
9.6	Availability of Additional or Different Quality Network Elements. . . . 27
9.7	Pricing of Unbundled Network Elements 27
9.8	Billing 28
9.9	Maintenance of Unbundled Network Elements. 28
9.10	Standards of Performance 28

ARTICLE X	
RESALE AT WHOLESALE RATES--SECTION 251(c)(4)	30
10.1 Telecommunications Services Available for Resale at Wholesale Rates	30
10.2 Other Services	31
10.3 Limitations on Availability of Resale Services	31
10.4 Additional Charges for Resale Services	32
10.5 Restrictions on Resale Services	32
10.6 New Resale Services; Changes in Provision of Resale Services	33
10.7 Operations Support Systems Functions.	33
10.8 Nondiscriminatory Provision of Resale Services	33
10.9 Standards of Performance.	34
10.10 Branding	35
10.11 Primary Local Exchange and Interexchange Carrier Selections	37
10.12 Functionality Required To Support Resale Service	38
10.13 Service Functions	39
10.14 Responsibilities of AT&T.	41
10.15 Responsibilities of Ameritech	42
10.16 Exchange of Billing Information	42
10.17 Use of Service	43

ARTICLE XI	
NOTICE OF CHANGES -- SECTION 251(c)(5)	44

ARTICLE XII	
COLLOCATION -- SECTION 251(c)(6)	44
12.1 Physical Collocation	44
12.2 Virtual Collocation in Physical Collocation Space	45
12.3 Virtual Collocation in Virtual Collocation Space	45
12.4 Nondiscriminatory Collocation	45
12.5 Eligible Equipment	45
12.6 Transmission Facility Options	45
12.7 Interconnection with other Collocated Carriers	46
12.8 Interconnection Points and Cables	46
12.9 Allocation of Collocation Space	47
12.10 Security Arrangements	47
12.11 Subcontractor and Vendor Approval	47
12.12 Delivery of Collocated Space.	48
12.13 Pricing	51
12.14 Billing	51
12.15 Common Requirements	51
12.16 Additional Requirements	52
12.17 Protection of Service and Property	52

ARTICLE XIII	
NUMBER PORTABILITY -- SECTION 251(b)(2)	54
13.1 Provision of Local Number Portability	54
13.2 Interim Number Portability ("INP")	54
13.3 Remote Call Forwarding ("RCF")	54
13.4 Direct Inward Dialing	55
13.5 NXX Migration	56
13.6 Other Interim Number Portability Provisions	56
13.7 Compensation on Traffic to INP'ed Numbers	57
13.8 Pricing For Interim Number Portability	58
13.9 Permanent Number Portability	58
13.10 Other INP Methods	58
ARTICLE XIV	
DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)	58
ARTICLE XV	
DIRECTORY LISTINGS -- SECTION 251(b)(3)	58
15.1 Directory Listings	58
15.2 Listing and Listing Updates	59
ARTICLE XVI	
ACCESS TO POLES, DUCTS, CONDUITS AND	
RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224	60
16.1 Structure Availability	60
16.2 Franchises, Permits and Consents	61
16.3 Access and Modifications	61
16.4 Installation and Maintenance Responsibility	62
16.5 Installation and Maintenance Standards	62
16.6 Implementation Team	63
16.7 Access Requests	63
16.8 Unused Space	63
16.9 Maintenance Ducts	63
16.10 Applicability	63
16.11 Other Arrangements	63
16.12 Cost of Certain Modifications	64
16.13 Maps and Records	64
16.14 AT&T Access.	64
16.15 Occupancy Permit	64
16.16 Inspections	65
16.17 Damage to Attachments	65
16.18 Charges	65
16.19 Nondiscrimination	65
16.20 Interconnection	65

16.21 Cost Imputation	66
16.22 Structure Leasing Coordinator	66
16.23 State Regulation	66
16.24 Abandonments, Sales or Dispositions	66

ARTICLE XVII	
REFERRAL ANNOUNCEMENT	68

ARTICLE XVIII	
IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN	68
18.1 Implementation Team	68
18.2 Implementation Plan	68
18.3 Action of Implementation Team	70
18.4 Further Coordination and Performance	70
18.5 Operational Review	70

ARTICLE XIX	
GENERAL RESPONSIBILITIES OF THE PARTIES	71
19.1 Compliance with Implementation Schedule	71
19.2 Compliance with Applicable Law	71
19.3 Necessary Approvals	71
19.4 Environmental Hazards	71
19.5 Forecasting Requirements	71
19.6 Certain Network Facilities	72
19.7 Traffic Management and Network Harm	72
19.8 Insurance	73
19.9 Labor Relations	73
19.10 Good Faith Performance	73
19.11 Responsibility to Customers	73
19.12 Unnecessary Facilities	73
19.13 Cooperation	73
19.14 NXX Code Administration	73
19.15 LERG Listings	73
19.16 LERG Use	73
19.17 Switch Programming	74
19.18 Transport Facilities	74

ARTICLE XX	
PROPRIETARY INFORMATION	74
20.1 Definition of Proprietary Information	74
20.2 Disclosure and Use	75
20.3 Government Disclosure	76
20.4 Ownership	77

ARTICLE XXI		
TERM AND TERMINATION		78
21.1	Term	78
21.2	Renegotiation of Certain Terms	78
21.3	Default	78
21.4	Transitional Support	78
21.5	Payment Upon Expiration or Termination	78
ARTICLE XXII		
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES		79
ARTICLE XXIII		
CANCELLATION CHARGES		79
ARTICLE XXIV		
SEVERABILITY		80
24.1	Severability	80
24.2	Non-Contravention of Laws	80
ARTICLE XXV		
INDEMNIFICATION		80
25.1	General Indemnity Rights.	80
25.2	Indemnification Procedures.	81
ARTICLE XXVI		
LIMITATION OF LIABILITY		82
26.1	Limited Responsibility	82
26.2	Apportionment of Fault	82
26.3	Limitation of Damages.	82
26.4	Limitations in Tariffs.	83
26.5	Consequential Damages.	83
26.6	Remedies	84
ARTICLE XXVII		
BILLING		84
27.1	Billing	84
27.2	Recording	84
27.3	Payment Of Charges	84
27.4	Late Payment Charges	85
27.5	Adjustments	85
27.6	Interest on Unpaid Amounts	85

ARTICLE XXVIII
AUDIT RIGHTS, DISPUTED AMOUNTS
AND DISPUTE RESOLUTION

28.1	Audit Rights	85
28.2	Disputed Amounts	87
28.3	Dispute Escalation and Resolution	88
28.4	Equitable Relief	88

ARTICLE XXIX
REGULATORY APPROVAL

29.1	Commission	89
29.2	Tariffs	89
29.3	Amendment or Other Changes to the Act; Reservation of Rights	89
29.4	Regulatory Changes	90
29.5	Proxy Rates	90

ARTICLE XXX
MISCELLANEOUS

30.1	Authorization	90
30.2	Designation of Affiliate	91
30.3	Subcontracting	91
30.4	Independent Contractor	91
30.5	Force Majeure	91
30.6	Governing Law	92
30.7	Taxes	92
30.8	Non-Assignment	93
30.9	Non-Waiver	93
30.10	Notices	93
30.11	Publicity and Use of Trademarks or Service Marks	94
30.12	Nonexclusive Dealings	94
30.13	No Third Party Beneficiaries; Disclaimer of Agency.	95
30.14	No License	95
30.15	Survival	95
30.16	Scope of Agreement	95
30.17	Counterparts.	95
30.18	Entire Agreement	96

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the _____ day of January, 1997 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Michigan (Ameritech Michigan referred to herein as "Ameritech") and AT&T Communications of Michigan, Inc., an Michigan corporation with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("AT&T").

RECITALS

- A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Michigan.
- B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Michigan.
- C. AT&T has been granted authority to provide certain local Telephone Exchange Services within Michigan and is a Local Exchange Carrier as defined by the Act.
- D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.
- E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T and Ameritech hereby agree as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

1.1 Structure.

This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement.

1.3 Interpretation.

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, AT&T or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

1.4 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted

in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

1.5 Regional Matters.

- (a) AT&T Corp. has a regional administrative structure in which its central region ("Region") comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which Ameritech Michigan and its Affiliates conduct business operations and in which Ameritech Michigan and certain of its Affiliates are Incumbent Local Exchange Carriers. Ameritech Michigan and AT&T Communications of Michigan, Inc. currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "Regional Interconnection Agreements") so that the following are accomplished:
 - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, including formation of an Implementation Team and the development of an Implementation Plan, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Implementation Team to develop a single Implementation Plan which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Implementation Team shall be held in Chicago, Illinois; and
 - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

2.1 Interconnection Activation Date.

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide AT&T access to Ameritech's unbundled Network

Elements pursuant to Article IX, shall be established on or before the corresponding "Interconnection Activation Date" shown for each LATA and Wire Center set forth on Schedule 2.1. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.4. Schedule 2.1 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers by attaching one or more supplementary schedules to such Schedule.

2.2 Bona Fide Request.

Any request by AT&T for certain services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

2.3 Technical References.

Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the "Technical Reference Schedule") to assist the Parties in meeting their respective responsibilities hereunder.

2.4 Use of Services.

Subject to the requirements of this Agreement, the Act, the Commission and the FCC, AT&T may, subject to the payment to Ameritech of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.1 Scope.

Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In each LATA identified on Schedule 2.1, AT&T and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and AT&T Wire Centers on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Wire Centers as provided in Article XII or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in Section 3.3. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, AT&T, at its option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network including a mid-span meet arrangement at any transmission rate for a Telecommunications Service that Ameritech offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.3 If AT&T elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with AT&T's facilities via Collocation, AT&T agrees to provide to Ameritech Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than AT&T provides to other similarly situated Telecommunications Carriers.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 8.1).

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor ("OLTM") equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.3 AT&T shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the AT&T Interconnection Wire Center ("ATIWC") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary

preparations to receive, and to allow and enable AT&T to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the ATTWC. AT&T shall deliver and maintain such strands wholly at its own expense. Upon verbal request by AT&T to Ameritech, Ameritech will allow AT&T access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

3.3.5 AT&T shall designate a manhole or other suitable entry-way immediately outside the ATTWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the ATTWC. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to AT&T, AT&T will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after AT&T's receipt of such request.

3.3.6 AT&T shall pull the fiber optic strands from the AT&T-designated manhole/entry-way into the ATTWC and through appropriate internal conduits AT&T utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLT equipment AT&T has installed in the ATTWC.

3.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the ATTWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the AT&T strands to the OLT equipment Ameritech has installed in the ATTWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which such Party's own fiber exited.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.4 Interconnection in Additional LATAs.

3.4.1 If AT&T determines to offer Telephone Exchange Services within Ameritech's service areas in any additional LATA, AT&T shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.4.2 The notice provided in Section 3.4.1 shall include (i) the initial Wire Centers AT&T has designated in the new LATA; (ii) AT&T's requested Interconnection Activation Date; and (iii) a non-binding forecast of AT&T's trunking requirements.

3.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center AT&T has identified as its initial Routing Point in the LATA as the ATTWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest

to the ATTWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

3.4.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred fifty (150) days. Within ten (10) Business Days of Ameritech's receipt of AT&T's notice specified in Section 3.4.1, Ameritech and AT&T shall confirm the AIWCs, the ATTWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 2.1.

3.5 **Additional Interconnection in Existing LATAs.** If AT&T deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, AT&T shall be entitled, upon written notice thereof to Ameritech, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional AT&T Central Offices, Ameritech shall be entitled, upon written notice thereof to AT&T, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.6 **Nondiscriminatory Interconnection.** Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 3.6, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If AT&T requests an Interconnection that is of a different quality than that provided by Ameritech to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.7 **Network Management.**

3.7.1 AT&T and Ameritech shall work cooperatively to install and maintain a reliable network. AT&T and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.7.2 AT&T and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.8 Standards of Performance.

3.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with Section 3.6 as determined by this Section 3.8 and (ii) as required by the Commission (collectively, the “Interconnection Performance Benchmarks”).

3.8.2 To determine a Party’s compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria listed on Schedule 3.8 (each, an “Interconnection Performance Activity”) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the “Providing Party’s Interconnection Records”) and to other LECs (the “Other LEC Interconnection Records”) and parallel records of the Interconnection that the Providing Party provides to the other Party (the “Other Party’s Interconnection Records”) and shall use the methods described in Schedule 3.8 to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Activity and with such additional criteria to which the Parties may agree upon, including those regarding Ameritech’s compliance with different performance levels and intervals requested by AT&T and provided by Ameritech pursuant to Section 3.6 and a Bona Fide Request.

3.8.3 The Providing Party shall provide to the Other Party for each calendar month (a “Reporting Period”), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party’s Interconnection Records, the Other LEC Interconnection Records and the Other Party’s Interconnection Records so that the Parties can determine the Providing Party’s compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a “Specified Performance Breach”. Notwithstanding anything to the contrary in this Section 3.8, the Parties acknowledge that (x) the Providing Party shall not be required to provide to the other Party those Other LEC Interconnection Records that correspond to and measure levels of quality and performance levels and intervals of Interconnection that are requested by an Other LEC pursuant to 47 C.F.R. §51.305(a)(4); (y) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (z) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC’s proprietary information (including CPNI).

3.8.4 In no event shall the Providing Party be deemed to have committed a Specified Performance Breach if the Providing Party’s failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing

Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

3.8.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in Section 28.3 and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

3.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers, including those described on Schedule 10.9.6.

3.8.7 The Parties' agreement to the procedures set forth in this Section 3.8 shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

3.9 9-1-1 Service.

3.9.1 Ameritech shall provide 9-1-1 Service to AT&T as described in this Section 3.9 in each Rate Center in which (i) AT&T is authorized to provide local exchange services and (ii) Ameritech is the 9-1-1 service provider.

3.9.2 Service and Facilities Provided.

- (a) Ameritech will provide AT&T with multiplexing at a designated Ameritech Central Office at the rates set forth at Item I of the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. Ameritech will also provide AT&T with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity to route AT&T's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth at Item I of the Pricing Schedule. If AT&T forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by AT&T, Ameritech will display a Central Office identification code for display at the PSAP.

- (b) AT&T will provide the necessary trunking to route originating 9-1-1 traffic from AT&T's End Office(s) to the Ameritech Control Office(s). The points of Interconnection for primary and diverse routes are identified at Section 2 of Schedule 3.9. AT&T may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.
- (c) Ameritech will provide to AT&T, in paper or mechanized format, an address and routing file that will specify which 9-1-1 Control Office serves as the jurisdictional 9-1-1 answering point for Customers within the Exchange Areas served by AT&T. The address and routing file will be provided by exchange rate center or community upon request. A specified charge as set forth at Item I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to AT&T in a paper format any updates to the address and routing file.
- (d) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of AT&T Customer information. Access coordination will include:
 - (1) Ameritech provided format requirements and a delivery address for AT&T to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in Section 3.9.2(h);
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific 9-1-1 routing information on each access line;
 - (4) Updating the Ameritech ALI database from paper records of service order activity supplied by AT&T is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category "Optional Manual Update"; and
 - (5) Providing AT&T with reference data required to ensure that AT&T's Customer will be routed to the correct Control Office when originating a 9-1-1 call.
- (e) AT&T shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group (the "9-1-1

Control Office Software Enhancement Connection Charge"). Although the services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office, AT&T may, at its sole option, designate that an NXX shall reside in more than one 9-1-1 Control Office.

- (f) In the event of an Ameritech or AT&T 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.
- (g) Ameritech will provide the order number and circuit identification code in advance of the service due date.
- (h) AT&T or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. AT&T is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the Ameritech 9-1-1 Database System. AT&T shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by AT&T or its third party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing AT&T with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (i) AT&T will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. AT&T will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- (j) Incoming trunks for 9-1-1 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.

3.9.3 Compensation.

In addition to the amounts specified in Section 3.9.2, AT&T shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

3.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

- (a) Ameritech is not liable for the accuracy and content of CNA data that AT&T delivers to Ameritech. AT&T is responsible for maintaining the accuracy and content of that data as delivered.
- (b) Notwithstanding anything to the contrary contained herein, Ameritech's liability to AT&T and any third person shall be limited to the maximum extent permitted by Mich. Comp. Laws Section 484.1604.

**ARTICLE IV
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

4.1 Scope of Traffic. Article IV prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

4.3 Trunk Group Architecture and Traffic Routing.

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 Each Party shall initially configure either a one (1)-or a two (2)-way trunk group as a direct transmission path between each ATIWC and AIWC.

4.3.2 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan.

4.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. Pursuant to Article V, each Party shall establish and maintain separate trunk groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches.

4.3.5 Each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks for use in a pre-existing Interconnection arrangement, subject to Section 19.12 of this Agreement.

4.4 Signaling.

Signaling Interconnection may be used for signaling between AT&T switches, between AT&T switches and Ameritech switches, and between AT&T switches and those third party networks with which Ameritech's SS7 network is interconnected.

4.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling at the rates set forth at Item V of the Pricing Schedule.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

4.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating exchange access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

4.5 Grades of Service.

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

4.6 Measurement and Billing.

4.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that all

calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

4.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

4.7 Reciprocal Compensation Arrangements – Section 251(b)(5).

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or AT&T which a Telephone Exchange Service Customer originates on Ameritech's or AT&T's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided at Item II of the Pricing Schedule.

4.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

4.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.7.

ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1 **Scope of Traffic.** Article V prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between AT&T Telephone Exchange Service Customers and Interexchange Carriers. Compensation for such Exchange Access traffic is provided for in Article VI.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to AT&T's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and nontranslated 800/888 traffic to allow AT&T's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that AT&T utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

5.2.4 In each LATA identified on Schedule 2.1, each AT&T End Office Switch in that LATA shall subtend each Ameritech access Tandem in that LATA.

5.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

6.1.2 AT&T shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.1 and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in Schedule 6.1 as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association ("NECA") FCC Tariff No. 4. AT&T shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

6.1.4 Each Party shall implement the "Multiple Bill/Single Tariff" option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the EMR format. The Parties shall agree to a fixed billing period in the Implementation Plan.

6.2.2 AT&T shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

6.2.3 Ameritech shall provide to AT&T, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and AT&T shall use best efforts to utilize electronic data transfer.

6.2.4 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by AT&T, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the

availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this Article VI.

6.5 Additional Limitations of Liability Applicable to Meet-Point Billing Arrangements. In addition to the limitations of liability set forth in Article XXVI and elsewhere in this Agreement, the following limitations on liability shall apply with respect to the Meet-Point Billing arrangements described in this Article VI:

6.5.1 In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited only to the provision of corrected data only. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2.

6.5.2 In recognition that neither Party is being compensated for services rendered under this Article VI, in no event shall a Party's liability to the other Party for any Loss relating to or arising out of any act(s) or omission(s) in its performance of its obligations under this Article VI exceed \$10,000 in any one (1) month period.

ARTICLE VII TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic.

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

7.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers and establish uncollectible reserves pursuant to the Terminating Party's agreements with each information provider.